

4 JUN 1981

MEMORANDUM FOR: Inspector General

FROM: James N. Glerum
Director of Personnel

25X1 SUBJECT: [] - Transmittal of Report of
Grievance Investigation

REFERENCE: Your memo dtd 8 May 81, same subj

25X1 We have reviewed your report concerning [] and believed
25X1 that [] could be granted an immediate pay adjustment to GSE-10/4.
25X1 However, the Director of SIGINT Operations was not in agreement and believes
25X1 that [] is being paid at an appropriate rate. We plan no further
action at this time. (C)

/s/ James N. Glerum

James N. Glerum

Distribution:

Orig - Adse

1 - PAE

1 - SPD

1 - D/OP Chrono

1 - RDK Chrono

25X1 EA/OD/OP []

4 Jun 81

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ROUTING AND TRANSMITTAL SLIP

Date

TO: (Name, office symbol, room number,
building, Agency/Post)

Initials

Date

1. EA-D/Pers

2.

3. AD/Pers - Bolik - 212

4. Read the SPD memo, they believe

5. color information & get them corrected

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

Comments from R&P and PAGE.

DO NOT use this form as a RECORD of approvals, concurrences, disposals,
clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No.—Bldg.

Phone No.

5041-102

★ GPO : 1980 O - 311-156 (17)

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

81-0289

8 May 1981

6098

MEMORANDUM FOR: Director of Personnel

FROM: Charles A. Briggs
Inspector General

SUBJECT: [REDACTED] -- Transmittal of Report of
Grievance Investigation

[REDACTED] who entered
on duty with the Office of SIGINT Operations in December 1980 and
then was sponsored for the Career Training Program. Forwarded for
your information is the attached report of investigation by my office
concerning his complaints about the Agency's reimbursement to him for
the cost of shipping his household effects, and the determination of
his appointment grade and salary. I thought the latter subject would
be of particular interest to you and have suggested that Director,
OSO might review the report to determine whether he feels an adjustment
to [REDACTED] salary would be appropriate.

[REDACTED]
Charles A. Briggs

All portions of this document
are classified CONFIDENTIAL.

Attachment: a/s

29 April 1981

MEMORANDUM FOR: Inspector General

25X1 FROM:

[REDACTED]
Inspector

25X1 SUBJECT:

[REDACTED] - Claim of Agency Misrepresentations
About Reimbursement for EOD Shipment of Household
Effects and Appointment Grade (GG-12/81)

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1. [REDACTED] GSE-10/3, who was
hired by the Office of SIGINT Operations (OSO) in December 1980 and
then was sponsored by OSO for the Career Training Program in January
1981. He is currently on interim assignment to East Asia Division,
Directorate of Operations.

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[REDACTED]

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25X1 3. According to [REDACTED] he was advised during a pre-employ-
ment interview by an OSO personnel officer, whose name he could not
recall, that if hired by the Agency he would be reimbursed for the cost
of packing, crating, and shipping as much as 7500 lbs. of household
25X1 effects from [REDACTED] where he was employed. He
states he acted on this guidance but when he presented the shipping
bill after EOD, he was advised by Central Travel Branch, Office of
Finance (OF), that new staff employees such as himself are reimbursed
at a "commuted rate". In the application of this rate to his 7500 lb.
shipment, the Agency's calculation of his reimbursement is \$469.45 less
than the actual cost, according to [REDACTED]. He appealed OF's
denial of his claim to the Special Support Assistant/DDA, who also
denied it, and has now appealed to this office.

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4. [] also has claimed that the Agency changed only a week before his EOD and after he had given notice to GTE, an understanding which had been reached five months earlier between an OSO official and himself concerning his appointment grade and salary. The result, he asserts, is that he was offered, and felt obliged under the circumstances to accept, an annual salary which is \$682, or one Step, lower than he had been led to expect. He states that at the time of pre-employment interviews in July 1980, he was offered GSE-10, Step 4, \$23,760 per annum, and was advised by the OSO hiring official that he would be a beneficiary of a general salary increase anticipated for October 1980. No figure was mentioned at the time, however. He said that in December 1980, approximately a week before he entered on duty, he received a telephone call from a representative of the Office of Personnel Policy, Planning, and Management (OPPPM) advising him that he would receive \$23,600, the salary which had been agreed upon earlier. Under the new pay scale which had by then become effective, this salary equated to GSE-10, Step 1. [] states that he objected to this on two grounds, first, that he had been advised he would be appointed at Step 4, which provided for \$25,923 under the new scale, and second, GSE had recently raised his salary to \$25,000. He states that he later received a second telephone call from a representative of OPPPM and was advised that OSO and OPPPM had agreed he should be hired at GSE-10, Step 3, \$25,241 per annum. [] said he accepted this, although not very happily.

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5. Findings: The first entry in [] applicant processing and personnel file concerning shipment of his household effects is a letter to him from OPPPM dated 24 September 1980. A paragraph in that letter (attached at A), known as an initiation letter, referred to an enclosure outlining his entitlements under Agency travel regulations. A difference has arisen as to whether the enclosure was actually included with the letter to []. The original of the letter, supplied by [] simply cites "Enclosures" but does not list them. [] says that the enclosures consisted of his appointment schedule for pre-employment interviews in Washington, maps of the area, and instructions concerning expenses which were authorized for his interview trip to Washington. A holdback copy of the letter which is included in his official file has a listing of enclosures which does not appear on the original letter and which was added separately. The list includes all of the items mentioned by [] plus a "Travel Text" (attached at B) which described his entitlements to reimbursement of expenses related to personal travel for EOD and shipment of household effects. Among other

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provisions, this outline states that he would be entitled to ship up to 7500 lbs., the expense for which would be reimbursed under a commuted rate generally available to commercial shippers. The outline cautions that attention should be paid to this factor as the new appointee could, unless careful, become responsible for bearing some part of the shipping expenses. [] said that this outline was not included in his initiation letter and that he had never seen it until it was brought to his attention during this investigation. The Chief of OPPPM's Correspondence and Applicant Record Branch states that it is customary not to list the enclosures on the original letter, as they sometimes are changed. A determination is made about the enclosures after the basic letter is completed and reviewed, so that the enclosures are listed later on the file copy only. The branch chief stated that she could not personally assure that the outline in question had actually been enclosed with the letter to []

6. [] has stated that, after reading the initiation letter, he noted the absence of the enclosure concerning travel reimbursement which was referred to in the text of the letter. He stated further that when he came to Washington for pre-employment processing, he queried three Agency officials about it by telephone -- the OPPPM processing assistant with whom he had been dealing, an OSO personnel officer who had been handling the case, and an OF travel assistant to whom he had been referred by OPPPM. He said that in all three instances, he had asked for confirmation of the assertion which had been given him earlier by an OSO official, that he was entitled to reimbursement for the shipment of 7500 lbs. of household effects. He said that each of them confirmed it and none mentioned the application of a "commuted rate." All three, when contacted during this investigation, said they could not recall discussing the subject with Mr. []

7. The Chief of the Central Travel Branch, Office of Finance, which processed [] claim for reimbursement of transportation and shipping costs, confirmed that he was entitled to reimbursement on the basis of the commuted rate. She reviewed his case for me, pointing out his entitlement as stipulated in the government charts vis-a-vis the nature and distance of his shipment.

8. Concerning appointment grade and salary, processing of [] application was initiated on 23 August at GSE-10/4, \$23,760 with an instruction from the OPPPM selection officer to his processing assistant to return the file to OSO for an "in-hire" memorandum. The latter is a memorandum required of a component wishing to hire an individual at a salary level which is higher than Step 1 of a given grade. It is prepared for the signature of the Director/PPPPM. The

record shows that the file was held in OPPPM for two months, until late October, instead of being returned to OSO for initiation of this memorandum. The record also shows that on 23 September the processing assistant directed that the initiation letter be sent to [redacted] advising him that his application for employment was being processed. The processing assistant directed the Correspondence Branch to omit from the letter any mention of grade and salary because, according to her, the "in-hire" memorandum had been neither written nor approved. The initiation letter was sent on 24 September.

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9. The file was returned to OSO personnel on 28 October. On 31 October, the Director of SIGINT Operations sent to D/PPPM the required memorandum requesting approval to hire [redacted] at GSE-10, Step 4, \$23,760. The memorandum was held in abeyance by OPPPM until 25 November. The OPPPM selection officer on that date noted in the file that, because of the general salary increase, OSO wished to hire [redacted] at GSE-10, Step 3, \$25,241. The rationale given was that this salary was slightly higher than the \$25,000 which [redacted] had advised by telephone he was then earning with GTE. The memorandum, amended and initialed by the OPPPM selection officer to reflect the adjusted salary figure, was approved by the Deputy Director of Personnel on 28 November. A letter of confirmation, dated 5 December, was prepared which incorporated the adjusted step and salary. [redacted] states that this letter was not mailed to him but rather was handed to him at EOD on 15 December. However, he has acknowledged being informed by telephone in early December of the salary as well as his acceptance of it.

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10. The OSO hiring official [redacted] stated in a telephone conversation on 17 April 1981 that he and [redacted] had agreed on GSE-10, Step 4, \$23,760 during an interview in July 1980. He denied telling [redacted] that he would be paid at the salary level stipulated for GSE-10/4 under the new schedule which was to become effective in October; he added that the salary offer to Mr. [redacted] was "pegged" to provide a slight override to his GTE salary.

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11. Conclusions: Although there is some question as to whether [redacted] received from the Agency accurate information about his entitlement to reimbursement for the shipment of household effects, Agency regulations are clear on this point and were properly applied in his case. Faulty or incomplete information which is provided orally by one or more representatives of the U.S. Government consistently has been regarded as an insufficient basis for financial restitution.

12. Seven factors appear to have led to confusion concerning Mr. [redacted] appointment grade and salary:

a. failure of the Personnel Branch/OSO to prepare an "in-hire" memorandum, for approval by DPPP, when his formal processing for employment was initiated on 19 August 1980; in reviewing other cases of this kind, it has been found that components very often fail to submit the required "in-hire" memorandum and that delay of processing almost inevitably ensues;

b. an oversight in the Professional Staffing Branch/OPPPM which allowed two months to elapse before the necessary "in-hire" memorandum was requested from OSO;

c. the change in the general salary schedule (October 1980) between the time [] was interviewed (July 1980) and his entry on duty (December 1980);

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d. a second oversight in the Personnel Branch/OSO which, in preparing the "in-hire" memorandum in late October 1980, failed to take account of the general increase in the salary schedule which had become effective earlier that month;

e. the forwarding of an initiation letter to [] which omitted any specification of grade and salary;

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f. [] not notifying the Agency of a \$2,200 salary increase which he had received from GTE following his pre-employment interviews with the Agency;

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g. the Agency's not informing [] of his appointment grade and salary until one week prior to EOD (and then only telephonically), by which time he had severed his employment with GTE.

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13. For OSO, the salary question apparently turned on giving Mr. [] slightly more than he was earning at GTE. In his July 1980 application, he listed his GTE salary as \$22,800; OSO's offer at that time was \$23,760, approximately \$1,000 higher. In December 1980, Mr. [] told an OPPPM representative that his salary had been raised to \$25,000, and the OSO offer at the last minute was \$25,241, a smaller override than the July offer. Considering the Agency's silence on the salary question during the five months following his July interviews, the belated offer seemingly came as a surprise to him; having already given notice to GTE, he evidently had little choice but to accept. At the same time, there is nothing to indicate that in the last minute flurry any effort was made by the Agency to verify his raise in salary at GTE to \$25,000. It must be concluded that the Agency followed through on its intent to give [] an offer which was slightly

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higher than his existing earnings, but neither as high as he had expected nor comparable to the override offer which had been made earlier. Given the circumstances, it must be concluded that the Agency did not misrepresent its salary offer to [] but due to inefficiency and miscommunication did not inform him of its final determination until he had little choice but to accept. On technical grounds, [] does not have valid basis for a grievance concerning his appointment grade and salary, but on grounds of fairness he may have. OSO may wish to review the factors of the case as reflected here, and either reaffirm or adjust his appointment grade and salary.

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14. Recommendations:

a. That [] claim for reimbursement for shipment of his household effects, beyond that already allowed, be denied.

b. That a copy of this report be sent to the Director of SIGINT Operations for review of the data relating to the determination of [] appointment grade and salary, and for whatever action, if any, he deems appropriate.

c. That a copy of this report be sent to the Director of Personnel Policy, Planning, and Management for information.

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Attachment: a/s

OIG: []

Distribution:

Orig - IG

1 - IG Subject File

1 - ATM Chrono

CONFIDENTIAL

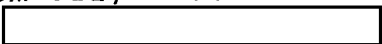
Office of Personnel
Dept. A, Room 821
P. O. Box 1925
Washington, D. C. 20013
24 September 1980

STAT



We are pleased to inform you that you are being actively considered for a position with the Agency. We have initiated the processing of your application for employment.

A final offer of employment is subject to the satisfactory completion of intensive background investigations and evaluations which concern professional competence, personal qualifications such as loyalty, integrity and physical/emotional health as well as a determination that both a position and funds are available. That phase of your processing is now beginning. We hope that your interest in joining us will continue throughout the investigative procedures.

We will notify you promptly of any significant developments affecting our action on your application. Please keep us apprised of any changes concerning your address, employment, marital status, and any other circumstance which may alter the information contained in your application. Direct your mail to the Office of Personnel, Dept. A, Room 821, Post Office Box 1925, Washington, D. C. 20013, Attention: 

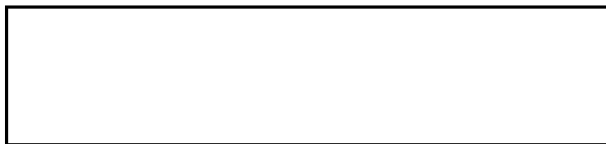
STAT

If employed, you may receive reimbursement for certain travel expenses from your present residence to Washington, D. C., in accordance with Agency travel regulations, as outlined in the enclosure. We ask that you do not begin your travel until you have received written authorization.

We are enclosing the schedule of your appointments and information about the location of the buildings in which your appointments will be. Furthermore, we are enclosing a reimbursement form, which we ask that you complete in its entirety and bring with you on the appointed date.

Thank you very much for your cooperation and patience.

Sincerely,



Deputy Director of Personnel
Policy, Planning, and Management
for Recruitment and Placement

STAT

Enclosures

TRAVEL INFORMATION TEXT

In accordance with Standardized Government Travel Regulations, you are authorized travel reimbursement. The weight of household goods and personal effects which may be transported or stored at Government expense shall not exceed 11,000 pounds net weight for employees with immediate families and 7,500 pounds net weight for employees without immediate families. The amount to be paid for transportation of your household goods (including any costs for packing, crating or related services) is computed according to a Government commuted rate scale that is well known to all reputable carriers.

Under the commuted rate system, employees make their own arrangements for transporting their household goods and personal effects between points within the continental United States. They pay the carriers and are reimbursed by the Government for costs of transportation, drayage, temporary storage, and a certain amount of packing and unpacking on the commuted rate basis. Because any costs exceeding the applicable commuted rate will be at your expense, it is suggested that more than one carrier be consulted for estimates to insure minimal cost for transportation and packing. You can insure against personal expense by doing as much of the packing and unpacking as you can. Minimum-weight charges are not uncommon and reimbursement will be for the "chargeable" weight versus the actual weight of the goods.

Household effects may be shipped from more than one location within your total weight allowance. However, the total amount which may be reimbursed by the Government shall not exceed the cost of transporting the property in one lot from your place of actual residence to the Washington, D. C., metropolitan area.

If insurance coverage of your household goods and personal effects is desired, you are advised to purchase insurance to protect your investment. You will not be reimbursed for the cost of this insurance by the Government.

If household effects are being transported by privately owned auto or rented van, the traveler must stop at an Interstate Commerce Commission Station to obtain the weights of the effects. The traveler must also submit a record of the mileage and tolls from his old residence to his new residence and must have a record of the date and time of his departure from the old residence and the date and time of arrival at his new station.

Transportation by privately owned vehicle (POV) will be reimbursed as follows:

<u>No. of Occupants in Automobile</u>	<u>Rate per Mile</u>
a) One occupant	.08
b) Two occupants	.10
c) Three occupants	.12
d) Four or more family members	.15

(Note: If more than one vehicle is involved, reimbursement will be as though all were passengers in one vehicle.)

Subsistence (meals, etc.) expenses are reimbursable for the employee only on a "per day" basis of \$35 according to the total travel time/mileage involved. If traveling by POV, the maximum per diem allowable will be based on travel of at least an average of 350 miles per day.

The maximum reimbursement for air transportation will be the jet economy or coach (tourist) class.

You are allowed taxi fare from National Airport to your residence. However, if your plane lands at Friendship Airport (Baltimore) or Dulles Airport (Virginia), you are allowed the airport bus or limousine fare to its terminal in downtown Washington, plus taxi fare from this terminal to your residence.

Please retain all receipts for travel and transportation expenditures because they must be submitted with your reimbursement voucher.

Shipment of household effects and travel of immediate family members should be accomplished as soon as possible. The maximum time for beginning allowable travel and transportation will not exceed two years from the effective date of the employee's appointment.

If you should voluntarily resign before completion of 12 months of duty with this organization, you will be asked to reimburse expenditures for travel and transportation of effects.

8/79

ROUTING AND TRANSMITTAL SLIP		Date	
TO: (Name, office symbol, room number, building, Agency/Post)		Initials	Date
1.	DD/PAE		
2.	1006 Ames		
3.			
4.			
5.			
Action	File	Note and Return	
Approval	For Clearance	Per Conversation	
As Requested	For Correction	Prepare Reply	
Circulate	For Your Information	See Me	
Comment	Investigate	Signature	
Coordination	Justify		

REMARKS

See comments.

ACTION

RTP 412E

SUSPENSE

21 May 81

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No.—Bldg.

EA/OP

Phone No.

5041-102

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

★ GPO : 1960 O - 311-156 (17)

ROUTING AND RECORD SHEET

SUBJECT: (Optional)

FROM: Chief, Policy and Programs Staff/OP
1006 Ames

EXTENSION

NO.

60981

DATE

20 May 1981

TO: (Officer designation, room number, and building)

DATE

RECEIVED

FORWARDED

OFFICER'S
INITIALS

COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)

1. DD/Pers/PA&E
1006 Ames

20 MAY 1981

B

2.

3. EA/D/Pers
5E58 HQS

1981

C

4.

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AD/Pers

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We have reviewed the attached papers on the case and agree with the IG's conclusions and recommendations. There seems to have been "failures" on the part of all three parties involved (the employee, OSO and OP) that led to the confusion but in the end, we can't pay the man more for travel than he is legally entitled to. It is our understanding that the use of commuted rates is based on a GSA issuance which we are required by statute to follow. We may, according to Central Travel Branch, deviate from certain aspects but only if we can demonstrate that our requirements of cover, security, or operations made such an exception necessary. None of these seem to exist in this case.

With regard to the salary, if OSO determines a need to correct it, that can be accomplished with a personnel action approved by OP.

ROUTING AND RECORD SHEET

 SUBJECT: (Optional) -- Report of Grievance Investigation

 FROM:
 C/SPD/R&P/PERS
 806 Ames Bldg.

EXTENSION

NO.

DATE

20 May 1981

TO: (Officer designation, room number, and building)

DATE

RECEIVED

FORWARDED

OFFICER'S
INITIALS

COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)

1.

EA/Pers

2.

3.

AD/Pers

4.

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The report has been reviewed and we agree with the IG that cannot be given more than his legal entitlement for HHE expenses.

To put the IG findings on SPD's procedures in perspective, the following comments may be helpful:

- a. It is the responsibility of the offices to do in-hire memos on a timely basis. PSB and CSB jog those offices which are delinquent but this was done informally in the past. Henceforth, those offices which forget or delay doing in-hire memos will get a formal, written reminder(s) from us. This change should both educate and hurry along our colleagues in the components.
- b. The processing assistants do not discuss details of travel matters with applicants, but refer questions to Central Travel Branch. himself confirms we so referred him.

We are inclined to agree an immediate pay adjustment to GSE-10, step 4 would be equitable given the circumstances in this case. Prior OGC opinions indicate a retroactive pay adjustment would not be justified because administrative error was not involved.

ROUTING AND RECORD SHEET

SUBJECT: (Optional)

-- Report of Grievance Investigation

FROM:

Charles A. Briggs
Inspector General

EXTENSION

NO.

DATE

8 May 1981

TO: (Officer designation, room number, and building)

DATE

RECEIVED

FORWARDED

OFFICER'S
INITIALS

COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)

1. *A* D/Personnel
5E58 Hqs. *12 MAY 1981*

2. *copies to RHP
& PA & E*

4.

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13.

14.

15.

Let's get comments. If we should pay more, let's be prepared to do so.

AD/OP "